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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
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11 M.D., A MINOR BY AND THROUGH
12 HIS GUARDIAN AD LITEM, ANA
13 MILLAN SALGADO; JORGE DIAZ;
MODESTA DIAZ; AND MARITZA
DIAZ,

14 Plaintiffs,

15 vs.

16 COUNTY OF SAN BERNARDINO,
17 ELIASIB SANCHEZ, an individual,
DOES 1 THROUGH 20, INCLUSIVE
18 Defendant.
19

CASE NO. 5:22-cv-01357-SP

*Assigned for All Purposes to:
Magistrate Judge Sheri Pym,
Courtroom 3*

**STIPULATED PROTECTIVE
ORDER**

Trial Date: June 4, 2024

*Complaint filed: August 1, 2022
FAC filed: December 12, 2022
SAC filed: March 13, 2023*

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21 **TO THE HONORABLE COURT:**

22 By and through their counsel of record in this action, Plaintiffs MATEO, D. a
23 MINOR BY and THROUGH HIS GUARDIAN AD LITEM, ANA MILLAN
24 SALGADO; JORGE DIAZ; MODESTA DIAZ, AND MARITZA DIAZ
25 (Plaintiffs”), and Defendant COUNTY OF SAN BERNARDINO (“Defendant”),
26 collectively “the parties” hereby stipulate for the purpose of jointly requesting that
27 the Honorable Court enter a protective order re confidential documents in this
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1 matter (and pursuant to Fed. R. Civ. P. Rules 5, 2, 7, and 26, as well as U.S. Dist.
2 Ct. C.D. Cal. Local Rules 7-1 and 52- 4.1; and any applicable Orders of the Court)
3 as follows:

4 **1. A. PURPOSES AND LIMITATIONS**

5 Discovery in this action is likely to involve production of confidential,
6 proprietary, or private information for which special protection from public
7 disclosure and from use for any purpose other than prosecuting this litigation may
8 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
9 enter the following Stipulated Protective Order. The parties acknowledge that this
10 Order does not confer blanket protections on all disclosures or responses to
11 discovery and that the protection it affords from public disclosure and use extends
12 only to the limited information or items that are entitled to confidential treatment
13 under the applicable legal principles. The parties further acknowledge, as set forth
14 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to
15 file confidential information under seal; Civil Local Rule 79-5 sets forth the
16 procedures that must be followed and the standards that will be applied when a party
17 seeks permission from the court to file material under seal.

18 **B. GOOD CAUSE STATEMENT**

19 This action is likely to involve law enforcement sensitive information, jail and
20 custody sensitive information, law enforcement personnel information, medical
21 information, third party contact information, and other information for which special
22 protection from public disclosure and from use for any purpose other than
23 prosecution of this action is warranted. Such confidential materials and information
24 consist of, among other things, law enforcement internal investigation reports, and
25 law enforcement personnel records, as well as confidential medical records,
26 (including information implicating privacy rights of third parties), information
27 otherwise generally unavailable to the public, or which may be privileged or
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1 otherwise protected from disclosure under state or federal statutes, court rules, case
 2 decisions, or common law. Accordingly, to expedite the flow of information, to
 3 facilitate the prompt resolution of disputes over confidentiality. of discovery
 4 materials, to adequately protect information the parties are entitled to keep
 5 confidential, to ensure that the parties are permitted reasonable necessary uses of
 6 such material in preparation for and in the conduct of trial, to address their handling
 7 at the end of the litigation, and serve the ends of justice, a protective order for such
 8 information is justified in this matter. It is the intent of the parties that information
 9 will not be designated as confidential for tactical reasons and that nothing be so
 10 designated without a good faith belief that it has been maintained in a confidential
 11 non-public manner, and there is good cause why it should not be part of the public
 12 record of this case.

13 **2. DEFINITIONS**

14 2.1 Action: M.D., et al. v. County of San Bernardino et al., Case No.
 15 5:22-cv-01357-SP.

16 2.2 Challenging Party: a Party or Non-Party that challenges the designation
 17 of information or items under this Order.

18 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
 19 how it is generated, stored or maintained) or tangible things that qualify for protection
 20 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
 21 Cause Statement.

22 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
 23 support staff).

24 2.5 Designating Party: a Party or Non-Party that designates information or
 25 items that it produces in disclosures or in responses to discovery as
 26 “CONFIDENTIAL.”

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1 2.6 Disclosure or Discovery Material: all items or information, regardless of
2 the medium or manner in which it is generated, stored, or maintained (including,
3 among other things, testimony, transcripts, and tangible things), that are produced or
4 generated in disclosures or responses to discovery in this matter.

5 2.7 Expert: a person with specialized knowledge or experience in a matter
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as
7 an expert witness or as a consultant in this Action.

8 2.8 House Counsel: attorneys who are employees of a party to this Action.
9 House Counsel does not include Outside Counsel of Record or any other outside
10 counsel.

11 2.9 Non-Party: any natural person, partnership, corporation, association, or
12 other legal entity not named as a Party to this action.

13 2.10 Outside Counsel of Record: attorneys who are not employees of a party
14 to this Action but are retained to represent or advise a party to this Action and have
15 appeared in this Action on behalf of that party or are affiliated with a law firm which
16 has appeared on behalf of that party, and includes support staff.

17 2.11 Party: any party to this Action, including all of its officers, directors,
18 employees, consultants, retained experts, and Outside Counsel of Record (and their
19 support staffs).

20 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
21 Discovery Material in this Action.

22 2.13 Professional Vendors: persons or entities that provide litigation support
23 services (e.g., photocopying, videotaping, translating, preparing exhibits or
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)
25 and their employees and subcontractors.

26 2.14 Protected Material: any Disclosure or Discovery Material that is
27 designated as “CONFIDENTIAL.”
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1 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
2 from a Producing Party.

3 3. SCOPE

4 The protections conferred by this Stipulation and Order cover not only
5 Protected Material (as defined above), but also (1) any information copied or extracted
6 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
7 Protected Material; and (3) any testimony, conversations, or presentations by Parties
8 or their Counsel that might reveal Protected Material.

9 Any use of Protected Material at trial shall be governed by the orders of the
10 trial judge. This Order does not govern the use of Protected Material at trial.

11 4. DURATION

12 Even after final disposition of this litigation, the confidentiality obligations
13 imposed by this Order shall remain in effect until a Designating Party agrees
14 otherwise in writing or a court order otherwise directs. Final disposition shall be
15 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
16 or without prejudice; and (2) final judgment herein after the completion and
17 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
18 including the time limits for filing any motions or applications for extension of time
19 pursuant to applicable law.

20 5. DESIGNATING PROTECTED MATERIAL

21 5.1 Exercise of Restraint and Care in Designating Material for Protection.

22 Each Party or Non-Party that designates information or items for protection under
23 this Order must take care to limit any such designation to specific material that
24 qualifies under the appropriate standards. The Designating Party must designate for
25 protection only those parts of material, documents, items, or oral or written
26 communications that qualify so that other portions of the material, documents, or

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1 communications for which protection is not warranted are not swept unjustifiably
2 within the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations
4 that are shown to be clearly unjustified or that have been made for an improper
5 purpose (e.g., to unnecessarily encumber the case development process or to impose
6 unnecessary expenses and burdens on other parties) may expose the Designating
7 Party to sanctions.

8 If it comes to a Designating Party's attention that information or items that it
9 designated for protection do not qualify for protection that Designating Party must
10 promptly notify all other Parties that it is withdrawing the inapplicable designation.

11 5.2 Manner and Timing of Designations. Except as otherwise provided in
12 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
13 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
14 under this Order must be clearly so designated before the material is disclosed or
15 produced.

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic
18 documents, but excluding transcripts of depositions or other pretrial or trial
19 proceedings), that the Producing Party affix at a minimum, the legend
20 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
21 contains protected material. If only a portion or portions of the material on a page
22 qualifies for protection, the Producing Party also must clearly identify the protected
23 portion(s) (e.g., by making appropriate markings in the margins).

24 A Party or Non-Party that makes original documents available for
25 inspection need not designate them for protection until after the inspecting Party has
26 indicated which documents it would like copied and produced. During the inspection
27 and before the designation, all of the material made available for inspection shall be
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1 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
 2 it wants copied and produced, the Producing Party must determine which documents,
 3 or portions thereof, qualify for protection under this Order. Then, before producing
 4 the specified documents, the Producing Party must affix the “CONFIDENTIAL
 5 legend” to each page that contains Protected Material. If only a portion or portions
 6 of the material on a page qualifies for protection, the Producing Party also must clearly
 7 identify the protected portion(s) (e.g., by making appropriate markings in the
 8 margins).

9 (b) for testimony given in depositions that the Designating Party
 10 identify the Disclosure or Discovery Material on the record, before the close of the
 11 deposition all protected testimony.

12 (c) for information produced in some form other than documentary
 13 and for any other tangible items, that the Producing Party affix in a prominent place
 14 on the exterior of the container or containers in which the information is stored the
 15 legend “CONFIDENTIAL.” If only a portion or portions of the information
 16 warrants protection, the Producing Party, to the extent practicable, shall identify the
 17 protected portion(s).

18 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
 19 failure to designate qualified information or items does not, standing alone, waive the
 20 Designating Party’s right to secure protection under this Order for such material.
 21 Upon timely correction of a designation, the Receiving Party must make reasonable
 22 efforts to assure that the material is treated in accordance with the provisions of this
 23 Order.

24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
 26 designation of confidentiality at any time that is consistent with the Court’s
 27 Scheduling Order.
 28

1 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
2 solution process under Local Rule 37.1 et seq.

3 6.3 The burden of persuasion in any such challenge proceeding shall be on
4 the Designating Party. Frivolous challenges, and those made for an improper purpose
5 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
6 expose the Challenging Party to sanctions. Unless the Designating Party has waived
7 or withdrawn the confidentiality designation, all parties shall continue to afford the
8 material in question the level of protection to which it is entitled under the Producing
9 Party's designation until the Court rules on the challenge.

10 7. ACCESS TO AND USE OF PROTECTED MATERIAL

11 7.1 Basic Principles. A Receiving Party may use Protected Material that is
12 disclosed or produced by another Party or by a Non-Party in connection with this
13 Action only for prosecuting, defending, or attempting to settle this Action. Such
14 Protected Material may be disclosed only to the categories of persons and under the
15 conditions described in this Order. When the Action has been terminated, a Receiving
16 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

17 Protected Material must be stored and maintained by a Receiving Party at a
18 location and in a secure manner that ensures that access is limited to the persons
19 authorized under this Order.

20 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
21 otherwise ordered by the court or permitted in writing by the Designating Party, a
22 Receiving Party may disclose any information or item designated
23 "CONFIDENTIAL" only to:

24 (a) the Receiving Party's Outside Counsel of Record in this Action, as
25 well as employees of said Outside Counsel of Record to whom it is reasonably
26 necessary to disclose the information for this Action;

27 (b) the officers, directors, and employees (including House Counsel) of
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1 the Receiving Party to whom disclosure is reasonably necessary for this Action;

2 (c) experts (as defined in this Order) of the Receiving Party to whom
3 disclosure is reasonably necessary for this Action and who have signed the
4 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

5 (d) the court and its personnel;

6 (e) court reporters and their staff;

7 (f) professional jury or trial consultants, mock jurors, and Professional
8 Vendors to whom disclosure is reasonably necessary for this Action and who have
9 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 (g) the author or recipient of a document containing the information or
11 a custodian or other person who otherwise possessed or knew the information;

12 (h) during their depositions, witnesses, and attorneys for witnesses, in
13 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
14 party requests that the witness sign the form attached as Exhibit A hereto; and (2) they
15 will not be permitted to keep any confidential information unless they sign the
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
17 agreed by the Designating Party or ordered by the court. Pages of transcribed
18 deposition testimony or exhibits to depositions that reveal Protected Material may be
19 separately bound by the court reporter and may not be disclosed to anyone except as
20 permitted under this Stipulated Protective Order; and

21 (i) any mediator or settlement officer, and their supporting personnel,
22 mutually agreed upon by any of the parties engaged in settlement discussions.

23 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
24 **PRODUCED IN OTHER LITIGATION**

25 If a Party is served with a subpoena or a court order issued in other litigation
26 that compels disclosure of any information or items designated in this Action as
27 “CONFIDENTIAL,” that Party must:

1 (a) promptly notify in writing the Designating Party. Such notification
2 shall include a copy of the subpoena or court order;

3 (b) promptly notify in writing the party who caused the subpoena or
4 order to issue in the other litigation that some or all of the material covered by the
5 subpoena or order is subject to this Protective Order. Such notification shall include
6 a copy of this Stipulated Protective Order; and

7 (c) cooperate with respect to all reasonable procedures sought to be
8 pursued by the Designating Party whose Protected Material may be affected.

9 If the Designating Party timely seeks a protective order, the Party served
10 with the subpoena or court order shall not produce any information designated in this
11 action as “CONFIDENTIAL” before a determination by the court from which the
12 subpoena or order issued, unless the Party has obtained the Designating Party’s
13 permission. The Designating Party shall bear the burden and expense of seeking
14 protection in that court of its confidential material and nothing in these provisions
15 should be construed as authorizing or encouraging a Receiving Party in this Action to
16 disobey a lawful directive from another court.

17 9. **A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO**
18 **BE PRODUCED IN THIS LITIGATION**

19 (a) The terms of this Order are applicable to information produced by
20 a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
21 produced by Non-Parties in connection with this litigation is protected by the
22 remedies and relief provided by this Order. Nothing in these provisions should be
23 construed as prohibiting a Non-Party from seeking additional protections.

24 (b) In the event that a Party is required, by a valid discovery request, to
25 produce a Non-Party’s confidential information in its possession, and the Party is
26 subject to an agreement with the Non-Party not to produce the Non-Party’s
27 confidential information, then the Party shall:
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(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) if the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

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1 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
 2 **OTHERWISE PROTECTED MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain
 4 inadvertently produced material is subject to a claim of privilege or other protection,
 5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
 6 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
 7 may be established in an e-discovery order that provides for production without prior
 8 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
 9 parties reach an agreement on the effect of disclosure of a communication or
 10 information covered by the attorney-client privilege or work product protection, the
 11 parties may incorporate their agreement in the stipulated protective order submitted
 12 to the court.

13 **12. MISCELLANEOUS**

14 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
 15 person to seek its modification by the Court in the future.

16 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 17 Protective Order no Party waives any right it otherwise would have to object to
 18 disclosing or producing any information or item on any ground not addressed in this
 19 Stipulated Protective Order. Similarly, no Party waives any right to object on any
 20 ground to use in evidence of any of the material covered by this Protective Order.

21 12.3 Filing Protected Material. A Party that seeks to file under seal any
 22 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
 23 only be filed under seal pursuant to a court order authorizing the sealing of the specific
 24 Protected Material at issue. If a Party's request to file Protected Material under seal
 25 is denied by the court, then the Receiving Party may file the information in the public
 26 record unless otherwise instructed by the court.

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1 **13. FINAL DISPOSITION**

2 After the final disposition of this Action, as defined in paragraph 4, within 60
3 days of a written request by the Designating Party, each Receiving Party must return
4 all Protected Material to the Producing Party or destroy such material. As used in this
5 subdivision, “all Protected Material” includes all copies, abstracts, compilations,
6 summaries, and any other format reproducing or capturing any of the Protected
7 Material. Whether the Protected Material is returned or destroyed, the Receiving
8 Party must submit a written certification to the Producing Party (and, if not the same
9 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
10 (by category, where appropriate) all the Protected Material that was returned or
11 destroyed and (2) affirms that the Receiving Party has not retained any copies,
12 abstracts, compilations, summaries or any other format reproducing or capturing any
13 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
14 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
15 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
16 reports, attorney work product, and consultant and expert work product, even if such
17 materials contain Protected Material. Any such archival copies that contain or
18 constitute Protected Material remain subject to this Protective Order as set forth in
19 Section (DURATION).

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14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD

DATED: March 22, 2023

/s/ Laura M. Jimenez
LAURA M. JIMENEZ
CARRILLO LAW FIRM, LLP
Attorneys for Plaintiffs

: March 22, 2023

/s/ Amy R. Margolies
SHANNON L. GUSTAFSON
AMY R. MARGOLIES
LYNBERG & WATKINS, PC
Attorneys for Defendant
COUNTY OF SAN BERNARDINO,

I certify that all other signatories listed, and on whose behalf the filing is submitted, concur in the filing's content, and have authorized the filing.

/s/ Amy R. Margolies
AMY R. MARGOLIES

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: April 3, 2023

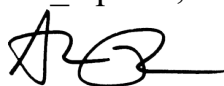

HON. SHERI PYM
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
[type or print full address] declare under penalty of perjury that I have read
in its entirety and understand the Stipulated Protective Order that was issued
by the United States Court for the Central District of California on _____,
2022 in the case of M.D., et al. v. County of San Bernardino et al., Case No.
5:22-cv-01357-SP. I agree to comply with and to be bound by all the terms
of this Stipulated Protective Order and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment in the
nature of contempt. I solemnly promise that I will not disclose in any
manner any information or item that is subject to this Stipulated Protective
Order to any person or entity except in strict compliance with the provisions
of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint _____ [print or type
full name] of _____ [print or type full address and telephone
number] as my California agent for service of process in connection with this action
or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____, 2023

City and State where sworn and signed: _____

Printed name: _____

Signature: _____